

Sky Tavern Winter Use Permit Application 2010-2011

Date: _____
Permittee: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No.: _____ Telephone No (alt.): _____
E-mail: _____

General Stipulations, Sky Tavern Winter Use Permit

PLEASE READ THE ENTIRE CONTENTS OF THIS DOCUMENT BEFORE SIGNING, AS IT HAS A SIGNIFICANT EFFECT ON YOUR LEGAL RIGHTS. THIS RELEASE IS INTENDED TO PROTECT THE CITY OF RENO AND SKY TAVERN JUNIOR SKI PROGRAM FROM ANY AND ALL LIABILITY RELATED TO YOUR RECREATIONAL USE OF THE SKY TAVERN SKI AREA.

1. **Release and Indemnity:** In consideration of being allowed recreational use of the Sky Tavern Ski Area, see Exhibit A (facility map), Permittee agrees to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS the City of Reno ("City") and the Sky Tavern Junior Ski Program ("STJSP"), its respective agents, officers, directors, owners, contractors, volunteers, affiliates, employees, invitees and insurers (collectively, the "Released Parties") from any and all claims, with the exception of intentional torts and/or reckless conduct on the part of Released Parties, that Permittee might bring as a result of physical injury, including death, or property damage sustained in connection with recreational use of the Sky Tavern Ski Area, including, but not limited to, claims based on negligence; breach of express or implied warranty; the inherent risks of skiing; collisions with natural or man-made objects or other users; collisions with snowmobiles and snow grooming equipment; use of area premises; and travel within or beyond area boundaries. Moreover, this release and indemnity obligation shall be binding upon the assignees, subrogates, distributes, heirs, next of kin, executors and administrators of the Permittee and may be applied by Released Parties as a complete bar and defense against claims, demands, actions or causes of action by or on behalf of Permittee.
2. **Warning:** Recreational use of Sky Tavern Ski Area for participation in winter sports, including but not limited to, skiing, snowboarding, cross-country skiing, snowshoeing and hiking is HAZARDOUS. Falls and injuries are a common occurrence and Permittee must keep deliberate and conscious control of his/her physical body, both on the ground and in the air, while properly using his/her equipment in variable weather and other conditions. Permittee shall engage in recreational activities only within the limits of his/her ability. Safety is directly affected by Permittee's judgment in the severe elements of rough, high mountain terrain. Permittee must be alert to all risks, hazards and dangers at Sky Tavern Ski Area.

3. **Assumption of Risk:** Under Nevada law (NRS 41.150), a recreational user assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of participating in winter sports, and may not recover from the City for any injury resulting from any of the inherent dangers and risks of participating in winter sports, including but not limited to:
- changing weather conditions;
 - variations in terrain, including terrain features, steepness and other variations, whether natural or as a result of slope design;
 - existing and changing snow conditions, including surface or subsurface snow or ice conditions, whether natural, man or machine-made;
 - bare spots, rocks, trees, stumps, and other forms of forest growth or debris;
 - lift towers and components thereof, and other ski area components including lights, fences, posts, and signs, whether above or below the snow surface;
 - pole lines and snowmaking equipment, and other equipment, vehicles and machines including snowmobiles, snowcats and other snow grooming equipment;
 - collisions with other skiers or other persons, whether as a result of failure to ski or ride within their own ability or otherwise or
 - collisions with any of the risks included in this Section, whether natural or man-made.

By signing this permit application, Permittee acknowledges that he/she is fully aware of and accepts all risks, hazards and dangers associated with the recreational use of the Sky Tavern Ski Area, and, with the exception of ordinary wear and tear, is fully responsible to Released Parties, individually and collectively, for any and all damage or injury of any kind directly caused by Permittee's recreational use of the Sky Tavern Ski Area.

Furthermore, Permittee expressly agrees that this permit is intended to be as broad and inclusive as permitted by the laws of the State of Nevada and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full force and effect.

4. **Covenant Not to Sue:** With the exception of intentional torts and/or reckless conduct on the part of Released Parties, Permittee promises not to sue Released Parties and agrees that if Permittee is physically injured or property is damaged while Permittee is at the Sky Tavern Ski Area, Permittee will have no right to make any claim or file a lawsuit against Released Parties.
5. **Term:** The term of this permit shall be from December 1, 2010, to April 30, 2011.
6. **Permit Limitations:** This permit shall not be valid for:
- (1) any Saturday or Sunday falling on or between December 1, 2010, to April 30, 2011 during which STJSP is conducting operations; however, upon the seasonal conclusion of STJSP activities, this permit shall be valid for Saturdays and Sundays falling on or between December 1, 2010, to April 30, 2011;
 - (2) any portion of any day before sunrise or after sunset; or,

(3) any day designated by City or STJSP as a closed day. See Exhibit B.

7. **Geographic Limitation:** This permit is applicable only for the use areas described in Exhibit A.
8. **Nontransferable:** This permit is not transferable and may not be assigned. Use by any other person shall result in forfeiture of permit.
9. **Signage:** Permittee agrees to abide by all posted signage.
10. **Display of Permit:** The permit must be displayed in a manner that allows for easy checking by Released Parties and other permitted users. Failure to display permit in a conspicuous manner may result in forfeiture of permit. Permittee shall notify the City of any unauthorized use of the Sky Tavern Ski Area by non-permitted individuals.
11. **Forfeiture:** Violation of any of the terms and conditions, covenants or stipulations as set forth herein may result in the suspension and/or revocation of permit.
12. **Non-Waiver:** The failure of City to enforce any or all provisions of this permit or any default on the part of the Permittee in observance or performance of any of the conditions or requirements of this permit is not a waiver of the forfeiture provision or any other provision of the permit.
13. **Legal Capacity:** Permittee warrants that he/she is not a minor, is 18 years or older, and has the legal capacity to sign this permit.
14. **Prohibited Uses:** Permittee agrees not to engage in any of the following prohibited activities/uses:
 - Use of non-directional snow devices/snow toys, e.g., saucers, inner tubes, cardboard, shovels, snow bikes, and “zorbs”;
 - Sledding and tobogganing;
 - Unauthorized use of motorized vehicles or equipment;
 - Unauthorized use of STJSP terrain park;
 - Inappropriate use of ski area furniture, furnishings and/or facilities.
15. **Structures:** Permanent or temporary structures are prohibited from being placed by Permittee anywhere within the Sky Tavern Ski Area boundaries as set forth in Exhibit A. For purposes of this permit, temporary structures include, but are not limited to, snow structures and slope modifications, e.g., jumps, ramps, and sliding surfaces. Furthermore, Permittee agrees to avoid any contact with existing outbuildings, lift ramps, and maintenance equipment.
16. **Litter Removal:** The Permittee shall remove all litter caused by his/her activities and shall make a reasonable effort to pick up and remove from the Sky Tavern Ski Area litter which he/she finds in the vicinity of his/her activities within the Sky Tavern Ski Area.
17. **Valid Claims and Applicable Laws:** This permit is subject to all valid claims and applicable laws and regulations.
18. **Protection of Sky Tavern Ski Area Property from Damage:** Permittee shall exercise due diligence in protecting the land, property and resources of the Released Parties in the

area covered by and used in connection with this permit from damage, and shall pay the Released Parties for any damage, other than ordinary wear and tear, resulting from his/her intentional, reckless or negligent activity, or from the violation of the terms of this permit or any law or regulation applicable to the use of Sky Tavern Ski Area by the Permittee.

19. **Selling Prohibited:** It is expressly agreed and understood that this permit does not authorize Permittee to solicit business, advertise, collect any fee or sell any goods or services at Sky Tavern Ski Area.
20. **No Preferential Right of Renewal:** No rights of renewal or preferential rights for renewal are attached to this permit.
21. **Wheeled or Tracked Vehicles:** Activities employing wheeled or tracked vehicles when specifically allowed under the description of activities of the permit or in the special stipulations shall be conducted in such a manner as to minimize surface damage to Sky Tavern Ski Area lands and resources.
22. **Governing Law:** This permit shall be governed by Nevada law and exclusive jurisdiction for any claim shall be in Washoe County.
23. **Special Stipulations:** If applicable, any special stipulations mutually agreed to by Permittee and Released Parties are attached to this permit and set forth in Exhibit C.
24. **Rules and Regulations:** Permittee agrees to abide by all existing and future rules and regulations pertaining to the Sky Tavern Ski Area established by the City.

I HAVE CAREFULLY READ THE FOREGOING AND UNDERSTAND WHAT IT MEANS.

Permittee's Signature

Date